

## TERMS AND CONDITIONS

1. No deviations from the terms or provisions of this Purchase Order may be made without written authority from Purchaser. This Purchase Order is not assignable without Purchaser's consent.
2. All items are subject to inspection and approval by Purchaser after receipt, within a reasonable amount of time. Seller hereby warrants all items delivered hereunder to be in accordance with the specifications herein set forth, samples submitted and drawings attached or referred to, and to be free from all defects in materials and workmanship and agrees that this warranty shall survive acceptance.
3. Seller hereby warrants the articles ordered or any part and/or combination thereof do not infringe any existing patents. Seller agrees to defend Purchaser against any suit for actual or alleged infringement of such patents.
4. Seller agrees to indemnify and hold harmless Purchaser against all laborer's, materialman's and/or mechanic's liens arising from Seller's work and shall keep the premises or Purchaser free from all such claims, liens and encumbrances.
5. Seller warrants that all materials and equipment purchased hereunder will conform with all applicable city, state and federal laws, ordinances and regulations. Further, Seller will defend and save Purchaser harmless from loss, cost or damage by reason of any actual or alleged violation thereof.
6. Unless otherwise specified or agreed to by Purchaser, any transportation charges assessed against Purchases must be at the lowest common carrier rate for the quantity ordered and invoice charges must be supported by a paid freight bill or equivalent.
7. Purchaser shall have the right to make changes in this order by issuance of a written Change Order; however, no additional charges will be allowed unless authorized by Purchaser in writing. If such changes affect delivery or the amount to be paid by Purchaser, Seller shall promptly notify Purchaser and negotiate the adjustment in writing.
8. Purchaser shall have the right to cancel this order without obligation to Seller if delivery is not made within the time specified herein, or, if no time is specified, within a reasonable amount of time.
9. If Seller ceases to conduct its operation in the normal course of business including inability to meet its obligation as they mature or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or assignment for the benefit of creditors is made by Seller, Purchaser may terminate the order without liability except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with the terms of the order.
10. Seller agrees to indemnify and forever hold harmless to the extent the law allows the Purchaser from any and all actions taken against the Purchaser and/or the Seller for the use or purchase of any goods sold by the Seller which is alleged to be a patent infringement. Seller further agrees to pay all court costs, judgments, and attorney's fees for the Purchaser in defense against any actions that may arise due to the purchasing of the Seller's goods.
11. The Seller and the Purchaser agree that all rights and obligations shall be governed both procedurally and substantively by, construed under, and enforced in accordance with the laws of Polk County, State of Florida.

12. All contract information becomes subject to Florida Public Records law, Chapter 119, Florida Statutes. IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OFFICE OF LEGAL AFFAIRS AT (863) 298-6600.
13. Purchaser cannot agree to waive trial by jury or any other procedural or substantive right such as the right to a specific type of relief.
14. The Seller and the Purchaser agree that all rights and obligations shall be governed both procedurally and substantively by, construed under, and enforced in accordance with the laws of Polk County, State of Florida.